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San Juan Puerto-Rico Thursday July 10th

No. 158

AVISO.

Ponemos en conocimiento de todas aquellas personas que utilicen la "Gaceta" para la publicación de edictos que no se insertarán si antes no se satisface el importe.

Sucesores de J. J. Acosta.

La Ley sobre municipalidades votada por la última legislatura y aprobada por el Gobernador, se encuentra de venta en esta Imprenta en un folleto, á 25 ctvs. ejemplar.

PARTE OFICIAL

The People of Porto Rico

To all persons to whom these Presents shall come, GREETING:

WHEREAS, before San Juan District Court, in the month of April 1901, Federico Agrinsonis Nieves, was convicted of the crime of atentado y disparo de armas, and thereupon was sentenced by the said Court to imprisonment for a term of 3 years 3 months 8 days, a part of which sentence remains unexecuted; and

WHEREAS it satisfactorily appears to me that this is a proper case for the exercise of executive clemency,

NOW THEREFORE, I, WILLIAM H. HUNT, Governor of Porto Rico, by virtue of the authority in me vested by law, do hereby pardon the said Federico Agrinsonis Nieves, from any further imprisonment under the sentence aforesaid, and order that he be immediately released from custody.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of Porto Rico to be hereunto affixed, this 4th day of July 1902.

WILLIAM H. HUNT.

By the Governor

Chas. Hartzell,
Secretary.

I hereby certify the above to be a true copy of pardon issued this day by the Governor of Porto Rico, the records of which are on file in this office.

Chas. Hartzell.

Department of the Interior
OF PORTO RICO.

OFFICE OF THE COMMISSIONER.

(Continuation)

Section 18. Contractor to be responsible for the good execution of the Work.

Until the final acceptance of the work is consummated, the contractor is solely responsible for the execution of the work contracted for, and, if any defective work shall be discovered by the engineer or the agents of the Bureau of Public Works, the contractor after notification by the engineer, shall replace and reconstruct the same at his own expense in accordance with plans and specifications of the contract, and if he refuses to do so, the Bureau of Public Works shall have the work done under its direction, the cost and all incidental expenses connected therewith to be

paid with money due the contractor, or at the expense of the sureties liable for the good execution of the work.

Section 19. Demolition of work for examination.

Whenever so directed by the Engineer, the contractor shall demolish any part of the work required for an examination after completion or during the progress of the works under contract. If the work so examined is found to be defective in any respect and not in accordance with the contract and specifications, the contractor shall bear all expenses of such examination and of satisfactorily re-constructing the same as required by the engineer in charge.

If the work so examined is found to have been done in accordance with the specifications, the expense of the examination and re-construction will be paid to the contractor at the prices named in the contract.

Section 20. Auxiliary Works.

Centerings, false works, and all appliances required for the construction, shall be furnished by the contractor at his risk and expense unless otherwise specified in the particular conditions of the contract. The contractor, however, shall follow the suggestions made therein and by the engineer for the security of the workmen.

Section 21. Inscription on the works. Articles of antiquity and value are the property of the Government.

No inscription shall be put on any parts of the work without proper authorization.

All objects of art, old curiosities and minerals, useful for public education, that may be found in the excavations or along the line of the work, shall be considered as property of the Insular Government, and the contractor shall take all precautions as directed by the engineer, for their safe extraction and removal, the expenses to be incurred in such work to be paid by the island.

Section 22. Actual work completed to be paid.

The contractor shall be paid for the quantities of work actually completed under the approved project and for such extra work as may be required of him in writing by the engineer, provided said work is completed in accordance with the specifications. The quantities given in the project shall not constitute any basis for any claims except as provided in these conditions or in the particular conditions of the contract.

Section 23. Materials of dimensions not specified use.

If the contractor prefer to use materials of larger dimensions than those specified for the work and the engineer finds the work acceptable, he shall only be paid for the work as called for in the contract. If he uses materials of smaller dimensions and the work completed is nevertheless accepted, he shall be paid at a proportionally reduced price. Should, however, such work be not found acceptable by the engineer, the contractor shall demolish and re-construct it in accordance with the specifications, at his own expense.

If the increase of dimensions of the materials was ordered in writing by the engineer, the extra cost on account thereof, shall be paid to the contractor. In no case, however, shall the contractor use in the work any materials of any other dimensions, weight or quality than those specified in the contract unless he has the written authorization of the engineer.

Section 24. Unit prices comprise all operations and wastes.

The cost of all operations required for the completion of the work not specially stated in the particular conditions of the project, is supposed to be comprised in the price paid for each unit of completed work.

Section 25. Materials stored near the work.

75 0/0 of the cost of the materials properly stored near the works may be allowed the contractor in the monthly estimates, provided said materials are of the quality and dimensions required in the specifications; but when said material so stored near the work is accepted and estimated, the contractor cannot take it away for any other service, unless authorized in writing.

Section 26. Use of materials belonging to the Government.

If at any time it is thought advisable to use in the work any material belonging to the Government, whether new or proceeding from any other source, the contractor may use the same, but he shall be paid only for the labor and transportation of such material.

He shall have no right to compensation for any material not required unless he can prove that previous to receiving the order he had stored near the work the same amount or material of the quality required in the specifications.

Section 27. Work of drainage not provided for in the contract.

When at any time during the progress of the work it becomes necessary to perform any work of drainage not stipulated in the contract, the contractor shall furnish all the necessary labor for its execution, and such labor and expenses shall be paid for outside of the regular contract. To that effect, the contractor shall submit the payroll of the force employed, and the payment shall be made in the presence of the engineer or of his authorized agent and shall be the amount of expenses incurred in such works and 15 0/0 above and over his disbursements, the latter as compensation for monies advanced and for supervision of the work.

Section 28. Precautions against accidents

The contractor shall, during the progress of the work, use all proper precautions for the prevention of accidents to persons and property. He shall put up and maintain such barriers and lights as will effectually prevent any accident in consequence of his work, and he shall be liable for all damages occasioned in any way by his acts or neglect or that of his agents, employees and workmen.

Section 29 Use of patented articles or process.

The contractor shall be solely responsible for the use of any patented article, process or appliance in connection with the works contracted, as any payment due to patent holders for such use is supposed to be computed in the prices of the bid.

(Continued.)

ORDER No. 1.

OFFICE OF THE DIRECTOR OF HEALTH OF P. R.

San Juan, Porto Rico, July 9th, 1902.

On and after this day it will be prohibited to sell